

## **REPLY EXHIBIT 2**



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 29  
Two Metro Tech Center  
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Brooklyn, NY 11201-3838

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November 28, 2016

**VIA ELECTRONIC MAIL TO [SSwirsky@ebglaw.com](mailto:SSwirsky@ebglaw.com)**

STEVEN M. SWIRSKY, ESQ.  
EPSTEIN BECKER & GREEN, P.C.  
250 Park Ave Fl 14  
New York, NY 10177-1211

Re: Winthrop Management, Northwell Health,  
Inc., and Paris Maintenance, Individually  
and as Joint Employers  
Case No. 29-CA-184213

Dear Mr. Swirsky:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client, Northwell Health, Inc. regarding the allegations raised in the investigation of the above-captioned matter. As explained below, I am requesting to take affidavits on or before December 14, 2016, with regard to certain allegations in this case.

**Allegations:** The allegations for which I am seeking your evidence are as follows.

The Charging Party alleges that Winthrop Management, Northwell Health Inc. and Paris Maintenance, (collectively "the Employers"), constitute Joint Employers of the employees represented by the International Union of Operating Engineers, Local 30 (the Union) who were working on behalf of Paris Maintenance and/or Winthrop Management and/or Northwell Health, Inc. at I-Park Condominium, located at 1111 Marcus Avenue, New Hyde Park, New York, and who were terminated on June 29, 2016.

The Charging Party further alleges that the Employers have failed to bargain collectively with the Union, a labor organization chosen by a majority of its employees in an appropriate unit, by

- 1) failing to notify the Union about the Employers' loss of contract with IPARK Condominium and subsequent business closure;
- 2) failing to bargain with the Union over the effects of the Employers' loss of contract with IPARK Condominium, and by

- 3) failing to bargain with the Union over employee layoffs that resulted from the Employers' loss of contract with IPARK Condominium.

**Board Affidavits:** I am requesting to take affidavits from Partner Charles Loiodice, Partner Thomas Parissidi, Representative George Mullen, President Peter Braverman, Manager Toni Tiberias, Property Manager Joe Rupolo, and any other individuals you believe have information relevant to the investigation of the above-captioned matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by close of business on November 30, 2016, to schedule these affidavits.

**Documents:** Additionally, please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. The official job title and job description explaining the positions held by
  - Partner Charles Loiodice
  - Partner Thomas Parissidi
  - Representative George Mullen
  - President Peter Braverman
  - Manager Toni Tiberias
  - Property Manager Joe Rupolo
  - Accountant Kallbinder
2. The most recent service contract(s) by and between Paris Maintenance and/or Winthrop Management, and/or Northwell Health, Inc for those services at I-Park performed by Local 30 bargaining unit employees, in effect from January 1, 2013 to the present.
3. The service contract, by and between Paris Maintenance and/or Winthrop Management, and/or Northwell Health, Inc. and IPARK Condominium, currently in effect, if any, for those services at I-Park previously performed by Local 30 bargaining unit employees.
4. All contracts by and between Paris Maintenance and/or Winthrop Management, and/or Northwell Health, Inc, concerning those services at IPARK Condominium (1111 Marcus Avenue building) previously performed by Local 30 bargaining unit employees, in effect from January 1, 2013 to the present.
5. All correspondence between Northwell and Winthrop discussing performance of work by Paris Maintenance or discussing the contract between Winthrop and Paris Maintenance, including but not limited to discussion of the contract's length, terms, or conditions.

6. Correspondence by and between Charles Loiodice, Thomas Parissidi, Joe Rupolo, George Mullen, Toni Tiberia, Peter Braverman, Kallbinder or any other the directors, officers, representatives, or agents of Northwell Health, Inc. concerning, discussing, directing, or requesting employees represented by Local 30 to perform work of any kind, from January 1, 2016 to the present.
7. Records showing all reimbursements received by Local 30 members for tools and other out of pocket expenses they incurred, from January 1, 2016 to the present.
8. Payroll records for Local 30 employees working at I-Park Condominium on behalf of Paris Maintenance and/or Winthrop Management and/or Northwell Health, Inc., from April 1, 2016 to the present.
9. Any notice or other written correspondence by and between officials, shop stewards or employees of Local 30 and the directors, officers, representatives, or agents of Northwell Health, Inc. regarding
  - the Employers' loss of its contract with I-Park
  - the Employers' layoff of Local 30 employees on or about June 29, 2016
  - Local 30's request to discuss the layoff and/or hire of its represented employees at I-Park
10. Any notice or other written correspondence by and between the directors, officers, representatives, or agents of Northwell Health, Inc., and/or Winthrop Management, and/or Paris Maintenance and I-Park Condominium regarding the loss of contract with I-Park.

**Position Statement:** In addition to making witnesses available for Board affidavits, I further request that you provide a written statement addressing the allegations made by the Charging Party in this case and answer the following questions:

1. Why did Northwell Health, Inc., and/or Winthrop Management, and/or Paris Maintenance lose its contract with I-Park Condominium?
2. Who currently provides the maintenance services at I-Park that were previously performed by Local 30 bargaining unit employees? When did the current maintenance service begin providing such services?
3. If maintenance services are currently being performed by Northwell's employees, how were they hired?

Additionally I seek any other legal argument you wish to make.

**Position on 10(j) Relief:** You are also requested to provide your position as to the appropriateness of Section 10(j) injunctive relief in this matter. As you may know, Section 10(j) of the Act permits the NLRB to ask a federal district court “for appropriate temporary relief or restraining order” pending the Board’s resolution of an unfair labor practice charge. The district court is authorized to grant “such temporary relief or restraining order as it deems just and proper.” If the Region determines the Charged Party has violated the Act as alleged, the Region will consider whether to seek injunctive relief in this matter. Accordingly, please provide your position, legal theory, case law, and supporting evidence regarding whether injunctive relief would be appropriate for the alleged violations in this case and whether such injunctive relief would be just and proper. I wish to emphasize that the Region has not yet made a decision as to whether the Charged Party has violated the Act as alleged. Rather, we want to provide you with adequate notice that injunctive relief will be considered if such a decision is made.

**Date for Submitting Evidence:** To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by **December 14, 2016**. Please contact me by close of business on **November 30, 2016**, to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlr.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (718)765-6168, or e-mail, Genaira.Tyce@nlrb.gov, so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

*Genaira L. Tyce*

Senior Field Attorney



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December 21, 2016

**VIA ELECTRONIC MAIL to [sswirsky@egblaw.com](mailto:sswirsky@egblaw.com)**

STEVEN M. SWIRSKY, ESQ.  
EPSTEIN BECKER & GREEN, P.C.  
250 Park Avenue  
New York, NY 10177

Re: Winthrop Management, Northwell Health, Inc., and Donnelly Mechanical Corp., Individually, and as Joint Employers and Successors to Winthrop Management, Northwell Health, Inc, and Paris Maintenance Company, Inc., Individually and as Joint Employers  
Case 29-CA-188433

Dear Mr. Swirsky:

I am writing this letter to advise you that it is now necessary for me to take evidence from your client, Northwell Health, Inc. regarding the allegations raised in the investigation of the above-captioned matter. As explained below, I am requesting to take affidavits on or before January 6, 2017 with regard to certain allegations in this case.

**Allegations:** The allegations for which I am seeking your evidence are as follows.

Specifically, in Case No. 29-CA-188433, the International Union of Operating Engineers, Local 30 (the Charging Party) alleges that Winthrop Management, Northwell Health Inc., and Donnelly Mechanical Corp. (collectively the Employers) constitute Joint Employers under the National Labor Relations Act (the Act) and are successors to Winthrop Management, Northwell Health Inc. and Paris Maintenance, as Joint Employers (collectively the Predecessors).

The Charging Party further alleges that the Employers have failed to hire and consider for hire Local 30 bargaining unit employees in order to avoid a collective bargaining obligation.

**Board Affidavits:** I am requesting to take affidavits from Principal Catherine Donnelly; George Mullen, Representative; President Peter Braverman; Manager Toni Tiberias; Property Manager Joe Rupulo, and any other individuals you believe have information relevant to the investigation of the above-captioned matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter,

for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by December 23, 2016 to schedule these affidavits.

**Documents:** Additionally, please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

1. The official job title and job description explaining the positions held by
  - a) Principal Catherine Donnelly
  - b) Representative George Mullen
  - c) President Peter Braverman
  - d) Manager Toni Tiberias
  - e) Property Manager Joe Rupolo
  - f) Accountant Kallbinder
2. The most recent service contract(s) by and between Donnelly Mechanical Corp. and/or Winthrop Management, and/or Northwell Health, Inc. for services Donnelly Mechanical Corp performs at I-Park Condominium, located at located at 1111 Marcus Avenue, New Hyde Park, New York.
3. Any notice of award of contract provided to Donnelly Mechanical Corp. regarding Donnelly Mechanical Corp.'s service contract to perform services at I-Park, as described above in paragraph 2.
4. All job postings, news advertisements and/or requests for applicants Northwell Health, Inc. published to obtain employees to perform work at I-Park Condominium that was for those services at I-Park Condominium previously performed by Local 30 bargaining unit employees.
5. All applications received by Northwell Health, Inc. from applicants interested in performing the work at I-Park Condominium that was previously performed by Local 30 bargaining unit employees.
6. A list of the names, addresses and telephone numbers of all employees at Northwell Health, Inc. who work at I-Park Condominium under a service contract described above in paragraph 2.

**Legal Argument:** The Region also seeks any legal argument you wish to make.

**Position on 10(j) Relief:** You are also requested to provide your position as to the appropriateness of Section 10(j) injunctive relief in this matter. As you may know, Section 10(j) of the Act permits the NLRB to ask a federal district court “for appropriate temporary relief or restraining order” pending the Board’s resolution of an unfair labor practice charge. The district court is authorized to grant “such temporary relief or restraining order as it deems just and proper.” *If* the Region determines the Charged Party has violated the Act as alleged, the Region will consider whether to seek injunctive relief in this matter. Accordingly, please provide your position, legal theory, case law, and supporting evidence regarding whether injunctive relief would be appropriate for the alleged violations in this case and whether such injunctive relief would be just and proper. I wish to emphasize that the Region has not yet made a decision as to whether the Charged Party has violated the Act as alleged. Rather, we want to provide you with adequate notice that injunctive relief will be considered if such a decision is made.

**Date for Submitting Evidence:** To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by January 6, 2017. Please contact me by close of business on December 23, 2016 to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **[www.nlr.gov](http://www.nlr.gov)**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Please contact me at your earliest convenience by telephone, (718)765-6168, or e-mail, [genaira.tyce@nlrb.gov](mailto:genaira.tyce@nlrb.gov), so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

*Genaira L. Tyce*

GENAIRA L. TYCE  
Senior Field Attorney





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January 10, 2017

**VIA ELECTRONIC MAIL to [sswirsky@egblaw.com](mailto:sswirsky@egblaw.com)**

STEVEN M. SWIRSKY, ESQ.  
EPSTEIN BECKER & GREEN, P.C.  
250 Park Avenue  
New York, NY 10177

Re: Winthrop Management, Northwell Health,  
Inc., and Paris Maintenance Company,  
Inc., individually and as joint employers  
Case 29-CA-190091

Dear Mr. Swirsky:

I have received your evidence response to the allegations in Case No. 29-CA-184213 and 29-CA-188433. I am writing this letter to advise you that it is now necessary for me to take evidence from your client, Northwell Health, Inc. regarding the allegations raised in the investigation of the above-captioned matter. As explained below, I am requesting to take affidavits on or before January 19, 2017 with regard to certain allegations in this case.

**Allegations:** The allegations for which I am seeking your evidence are as follows.

Specifically, in Case No. 29-CA-190091, the International Union of Operating Engineers, Local 30 (the Charging Party) alleges that Winthrop Management, Northwell Health Inc., and Paris Maintenance Company (collectively the Employers) constitute Joint Employers under the National Labor Relations Act (the Act).

The Charging Party further alleges that since on or about June 29, 2016, the Employers violated Section 8(a)(5) and (1) of the Act by i) refusing to pay employees for accrued benefits and severance, and refusing to re-employ said employees and ii) failing to bargain with the Union over the termination of the above-referenced employees, failure to pay said employees their accrued benefits and severance, and iii) refusing to process the Union's grievance on these issues.

**Board Affidavits:** I am requesting to take affidavits from Property Manager Joe Rupulo, and any other individuals you believe have information relevant to the investigation of the above-captioned matter. Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my

taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge. Please contact me by January 12, 2017 to schedule these affidavits.

**Documents:** Additionally, please provide the following documents, along with any and all other evidence you deem to be relevant to the case:

- 1) Any and all requests to bargain that Northwell Health, Inc. received from the Charging Party from June 29, 2016 to the present.
- 2) Any and all bargaining notes taken during any bargaining sessions between any Northwell Health Inc. official and the Charging Party, from June 29, 2016 to the present.
- 3) Any and all communications by and between officials of Northwell Health, Inc. and/or Winthrop Management, and or Paris Maintenance Co., Inc., and/or the Charging Party, related to Charging Party's request for accrued benefits and severance pay for Local 30 members of Paris Maintenance Co., Inc.
- 4) Any grievance Northwell Health Inc. received from the Charging Party from June 29, 2016 to the present.
- 5) Northwell Health Inc.'s written response(s), if any, to the Union's grievance(s) described above in paragraph 4.
- 6) Any invoices Northwell Health Inc. received from the Charging Party for employee accrued benefits or severance as described above in paragraph 3.

**Legal Argument:** The Region also seeks any legal argument you wish to make.

**Position on 10(j) Relief:** You are also requested to provide your position as to the appropriateness of Section 10(j) injunctive relief in this matter. As you may know, Section 10(j) of the Act permits the NLRB to ask a federal district court "for appropriate temporary relief or restraining order" pending the Board's resolution of an unfair labor practice charge. The district court is authorized to grant "such temporary relief or restraining order as it deems just and proper." *If* the Region determines the Charged Party has violated the Act as alleged, the Region will consider whether to seek injunctive relief in this matter. Accordingly, please provide your position, legal theory, case law, and supporting evidence regarding whether injunctive relief would be appropriate for the alleged violations in this case and whether such injunctive relief would be just and proper. I wish to emphasize that the Region has not yet made a decision as to whether the Charged Party has violated the Act as alleged. Rather, we want to provide you with adequate notice that injunctive relief will be considered if such a decision is made.

**Date for Submitting Evidence:** To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by noon on January 19, 2017. Please contact me by close of business on December 23, 2016 to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **[www.nlrb.gov](http://www.nlrb.gov)**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. If I have not received all your evidence by the due date or spoken with you and agreed to another date, it will be necessary for me to make my recommendations based upon the information available to me at that time.

Winthrop Management, Northwell Health,  
Inc., and Paris Maintenance Company,  
Individually, and as Joint Employers  
Case 29-CA-190091

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January 10, 2017

Please contact me at your earliest convenience by telephone, (718)765-6168, or e-mail, [genaira.tyce@nrlb.gov](mailto:genaira.tyce@nrlb.gov), so that we can discuss how you would like to provide evidence and I can answer any questions you have with regard to the issues in this matter.

Very truly yours,

*Genaira L. Tyce*

GENAIRA L. TYCE  
Senior Field Attorney